



## **Ealing Management Accountancy Ltd Service Agreement Last Updated: April 2009**

THANK YOU FOR CHOOSING EALING MANAGEMENT ACCOUNTANCY LTD.

### **1. What the Contract Covers.**

This is a contract between the client and Ealing Management Accountancy Ltd . The Ealing Management Accountancy Ltd Company is sometimes referred to as "EalingMA, ealingma.net, ealingma.com" "We," "Us" or "Our". This contract applies to any, Ealing Management Accountancy Ltd Office software or online service, including updates featured or available on the website or for download, that display or link to this contract, and that you use while this contract is in force. All the software or services referred to in this contract are termed the "service or services."

Please note that we do not provide warranties for the service. The contract also limits our liability.

### **2. When You May Use the Service.**

You may start using the service as soon as you have finished the sign-up process. You may cancel the annual licence within 30 days of the start or renewal date. However, do note that the setup fee is non-refundable.

#### **2.1 Our service.**

The Service Ealing Management Accountancy operates its accounting software via a server provided, operated and maintained by a reputable provider of secure server services.

- There will be no third party advertising banner on the software
- The Online software is secure with SSL certification.
- The online software is backed every 30 min.
- Employees of Ealing Management Accountancy may log onto the client's accounting software via admin username to use during consultation,

- preparation of statutory accounts and returns or filing returns as instructed by the client.
- By agreeing to the license, the client also agrees to all consultation; preparation of accounts, payroll and P11d work are produced from information processed using the Ealing Management Accountancy software. Ealing Management Accountancy are not liable for misrepresentation or errors in preparation due to information not processed or advised during consultation periods prior to preparation.

NB. It is solely the client's responsibility to keep their log on details within their organisation. Ealing Management Accountancy is not liable for usernames and passwords getting into the wrong hands.

### **3. How You May Use the Service.**

In using the service, you will:

- Obey the law;
- Obey any codes of conduct or other notices we provide;
- Obey the Ealing Management Accountancy Ltd Anti-spam Policy, which is to say that spam will not be tolerated and all affiliates found between clients and spam material will be immediately excluded from use of Ealing Management Accountancy services.
- Keep your service account password secret outside your organisation; and
- Promptly notify us if you learn of a security breach related to the service.
- For the consultation prior to activation of the service all check listed information must be at hand or you may face additional charges.
- The service works only for unique emails, one licence for one email address.

### **4. How You May Not Use the Service.**

In using the service, you may not:

- Engage in, facilitate or further unlawful conduct;
- Use the service in a way that harms us or our advertisers, affiliates, resellers, distributors and/or vendors, or any customer of ours or our advertisers, affiliates, resellers, distributors and/or vendors;
- Use any portion of the service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam");

- Use any unauthorized third party software or service to access the Ealing Management Accountancy Ltd online software.
- Use any automated process or service to access and/or use the service (such as a BOT, a spider, periodic caching of information stored by Ealing Management Accountancy Ltd, or "meta-searching");
- Use any unauthorized means to modify or reroute, or attempt to modify or reroute, the service;
- Damage, disable, overburden, or impair the service (or the network(s) connected to the service) or interfere with anyone's use and enjoyment of the service; or
- Re-sell or redistribute the service, or any part of the service.

## **5. You Are Responsible For Your Service Account.**

Only your organization may use your service account. For some parts of the service, we may notify you that you may set up multiple accounts for other companies or businesses which you may wish to use under ealingma.net. however note that these accounts are completely separate accounts and will be subject to individual initial consultation and setup fees. You are responsible for all activity that takes place with any of your service accounts. You may authorize any third party to access and/or use any of the service accounts on your behalf. However you will be responsible for the final submitted data, regardless of the source.

## **6. Payment to Ealing Management Accountancy Ltd.**

License fee for the accounting software are paid in advance for 1 year, via <http://ealingma.net/Prices.html> following this to <http://ealingma.net/Pay.html> or via telephone. Upon receipt of payment, Ealing Management Accountancy will provide login details.

The license fee is non-refundable after the first month of the 12 month licence period. If the client would like to close his/her account, he/she will need to send a written request, upon which Ealing Management Accountancy will close the account and return their data in form of trail balance in csv format. (For compatibility across all platforms)

All accounting services fees and payroll fees are paid in advance. Renewal license fee is non-refundable after the first month of a renewed 12 month licence period

**7.1 Payment.** When you create a billing account, you enter your payment method. You must be authorized to use the payment method. You authorize us

to charge you for the service using your payment method and for any paid feature of the service for which you choose to sign up or use while this contract is in force. You will pay all charges in advance. We may charge you a different amount than what you approved. If it is a greater amount, we will tell you the amount and the date of the charge at least 10 days before we make the charge. Also, we may charge you up to the amount you have approved, and notify you in advance of the difference. We may bill you for more than one of your prior billing periods together.

**7.2 Updates to Your Billing Account.** You must keep all information in your billing account current, as charges are approved prior to service being provided.

**7.3 Prices and Price Increases.** The price for the service excludes all taxes, unless stated otherwise. You are responsible for any taxes that you are obligated to pay or that we may collect from you. You are responsible for all other charges (for example, phone charges). We may change the price of the service from time to time, but we will tell you before we do.

- If there is a specific time length and price for your accountancy service offer, then that price will remain in force for that time. After the offer period ends, your use of the service will be charged at the new price.

If you do not agree to these changes, then you must cancel and stop using the service before the cooling off period ends.

**7.4 Refund Policies.** Unless otherwise provided by law or in connection with any particular service offer, all charges are non-refundable, and the costs of any returns will be at your expense.

**7.5 Online Statement; Errors.** We will provide you with an online billing statement. This is the only billing statement that we provide in the form of an e-mail. Go to <http://ealingma.net/Complaints.asp> if you have any comments or grievances regarding any errors you perceive. We can correct billing errors at any time within the 28 day statutory period.

**7.6 Internet Access Service.** If the service does not include Internet access, then you are responsible for paying the fees charged by your Internet access provider. Those fees are in addition to the fees you pay us for the service. The rest of this section applies only if your service includes Internet access.

If you use a dial-up modem, you are responsible for determining if the numbers you select will incur toll charges. To do this you must contact your telephone company first. Tell it the numbers you consider using. Your telephone company can tell you if using those numbers will trigger additional charges. Ask it if there

are other telephone service charges you will incur using those numbers. You also will pay any additional charges you incur if you connect to the service through a service telephone number while you are in a country that is not the country associated with your service account ("roaming charges"). Roaming charges are in addition to any long distance telephone charges you may incur when connecting to the service from another country. Please check the service information area to view the current rates for roaming charges. You may also incur additional charges if your usage of the service exceeds the number of hours covered by your service plan.

## **8. Payments to You.**

Your right to any payment due you under a service is conditioned upon your promptly providing us with all information we require to properly make the payment (for example, bank account information for receiving the payment). We will use reasonable efforts to tell you what information we require in advance of your use of the service cancellation or errors. Even if we do not tell you in advance, you must provide us the information we request before your right to receive the payment accrues. You are responsible for the accuracy of the information you provide and any taxes you may incur as a result of receiving a payment. You must also comply with any other conditions we place on your right to any payment. If you receive a payment that was not due to you, we may reverse or seek return of the payment and you agree to cooperate with us in our efforts to do this.

## **9. Your Content.**

You are able to submit data for use in connection with the service provided. You understand that Ealing Management Accountancy Ltd does not control the content that you and others update on the service; we do not claim ownership of the materials you post or provide on the service.

However, appreciate that Ealing Management Accountancy Ltd will need use of this material and you hereby authorize Ealing Management Accountancy Ltd to use, modify, copy, and display content posted on the service to the extent necessary to provide the service. This includes:

- Storing and retrieving the content (on secure server service);
- The service works only for unique emails, one licence for one email address.
- Conforming to the limitations and terms of the service.

## **10. Privacy.**

The service is a private computer network that Ealing Management Accountancy Ltd operates for the benefit of itself and its customers. Ealing Management

Accountancy Ltd retains the right to block or otherwise prevent delivery of any type of email or other communication to or from the service as part of our efforts to protect the service, protect our customers or stop you from breaching this contract.

Personal information collected through the service may be stored and processed in the UK in which Ealing Management Accountancy Ltd or its affiliates, maintain facilities. By using the service, you consent to any such transfer of information outside of your country.

**a. License Terms.**

- i. Paid Subscriptions. The "Subscription Term" for paid subscriptions begins on the date that you activate the software and ends on the date corresponding to the year that you purchased your subscription
- ii. Renewals. Renewals may require additional or different license terms, renewal of annual licence is required for continued use of service.
- iii. Trial Use. The "Trial Period" for trial use begins on the date that you sign up to the service and ends on the date corresponding to the length of the trial offer (e.g. 30 days later).

**Technical Support.**

- b. Check list of common issues.
- c. Only issues relating to software will be resolved through email and phone.
- d. Technical support may differ based on the service requested. Please contact us if you face any technical difficulties regarding use of online software. On the internal message board on Ealing MA software or email [admin@ealingma.com](mailto:admin@ealingma.com) through the website.

**Online Backup Feature.** All the data on the Ealing Management Accountancy - software server will be backed up every 30 minutes.

**11. How We May Change the Contract.**

If we change this contract, then we will tell you at least 30 days before the change takes place. If you do not agree to these changes, then you must cancel and stop using the service before the change takes place. If you do not stop using the service, then your use of the service will continue under the changed contract.

**12. WE MAKE NO WARRANTY.**

We provide the service "as-is," "with all faults" and "as available." We do not guarantee the accuracy or timeliness of information available from the service. We and our affiliates, resellers, distributors and vendors (collectively, the "Ealing Management Accountancy Ltd parties") give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws that this contract cannot change. We exclude any implied warranties including those of merchantability, fitness for a particular purpose, workmanlike effort and non-infringement.

### **13. LIABILITY LIMITATION. FORCE MAJEURE**

Neither Ealing Management Accountancy or its partners or the client will be liable whatsoever for failure of the service out of their control, such as acts of disruptions due to weather, acts of god or failure of transmissions due to network.

This is an internet-based software and will not be available from a machine not connected to the internet.

The license has been granted to the client for them or 3rd parties on there behalf to do their bookkeeping. The license granted to the client cannot be used to do bookkeeping for / on behalf of 3rd parties.

All items processed onto the accounting software will be considered by to be transactions that mirror business activities of the client's business

**You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental or punitive damages.**

This limitation applies to anything related to:

- the service,
- Content
- Viruses or other disabling features that affect your access to or use of the service,
- Incompatibility between the service and other services, software and hardware,
- Delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the service in an accurate or timely manner, and
- Claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort.

It also applies even if:

- This service does not fully compensate you for any losses, or fails of its essential purpose

#### **14. Changes to the Service; If We Cancel the Service.**

We may change the service or delete features at any time and for any reason. We may cancel or suspend your service at any time. Our cancellation or suspension may be without cause and/or without notice. Upon service cancellation, your right to use the service stops right away. Once the service is cancelled or suspended, your account will be inactivated and we will provide you with a CSV file of your closing trial balance. Our cancellation of the service will not alter your obligation to pay all charges made to your billing account. If we cancel the service in its entirety without cause, then we will refund to you on a pro-rata basis the amount of payments that you have made corresponding to the portion of your service remaining right before the cancellation.

#### **15. Interpreting the Contract.**

**All parts of this contract apply to the maximum extent permitted by law.** A court may hold that we cannot enforce a part of this contract as written. If this happens, then you and we will replace that part with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. This is the entire contract between you and us regarding your use of the service. It supersedes any prior contract or statements regarding your use of the service. If you have confidentiality obligations related to the service, those obligations remain in force. The section titles in the contract do not limit the other terms of this contract.

#### **16. Assignment.**

We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the service or any part of the service.

#### **17. Your Notices to Us.**

You may notify us as stated in the customer support or "help" area for the service. We do not accept e-mail notices.

#### **18. Notices We Send You; Consent Regarding Electronic Information.**

This contract is in electronic form. We have promised to send you certain information in connection with the service and have the right to send you certain additional information. There may be other information regarding the service that the law requires us to send you. We may send you this information in electronic form. You have the right to withdraw this consent, but if you do, we may cancel your service. We may provide required information to you:

- By e-mail at the e-mail address you specified when you signed up for your service;
- By access to a Ealing Management Accountancy Ltd web site that will be designated in an e-mail notice sent to you at the time the information is available; or
- By access to an Ealing Management Accountancy Ltd web site that will be generally designated in advance for this purpose.

Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. As long as you can access and use the service, you have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using the service.

## NOTICES

### Notices and Procedure for Making Claims of Copyright Infringement

#### Copyright and Trademark Notices

All contents of the service are Copyright © 2009 Ealing Management Accountancy Ltd All rights reserved. Copyright and other intellectual property laws and treaties protect any software or content provided as part of the service. Our suppliers or we own the title, copyright, and other intellectual property rights in the software or content. Ealing Management Accountancy Ltd and services referenced herein may also be either trademarks or registered trademarks of Ealing Management Accountancy Ltd.

#### Potentially Unwanted Software

If you remove or disable "spy ware," "adware" and other potentially unwanted software ("potentially unwanted software"), it may cause other software on your computer to stop working, and it may cause you to breach a license to use other software on your computer (such as where the other software installed the potentially unwanted software on your computer as a condition of your use of the other software). By using features of the service intended to help you remove or disable potentially unwanted software, it is possible that you will also remove or disable software that is not potentially unwanted software. If a feature of the service prompts you before removing or disabling potentially unwanted software,

you are solely responsible for selecting which potentially unwanted software the service removes or disables. Before authorizing the removal of any potentially unwanted software, you should read the license agreements for the potentially unwanted software.

### Third Party Account Information

By using the "My Accounts" service through the service, you authorise Ealing Management Accountancy Ltd and its agents to access third party sites designated by you or on your behalf, to retrieve information requested by you, and you appoint Ealing Management Accountancy Ltd and its agents as your agent for this limited purpose. Each time you enter your account login information, you are permitting Ealing Management Accountancy Ltd and its agents to process your request and use information submitted by you to accomplish the foregoing. You will choose a password on registration.

### Ealing Management Accountancy Bill Payment Service Terms of Use and Privacy Statement

A third party service provider Paypal.com provides Bill Payment service.

### Contract

This contract is a legally binding document. You should read it carefully and make sure that it contains everything you want and nothing you are not prepared to agree to. These conditions are the entire contract between you and us for term of the license of software and consultation services.